



**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE  
STATE OF CALIFORNIA**

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Application of Southern California Edison  
Company (U 338-E) to Establish Marginal Costs,  
Allocate Revenues, and Design Rates.

A.20-10-012

**MOTION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) AND CALIFORNIA  
CITY COUNTY STREET LIGHT ASSOCIATION FOR ADOPTION OF STREETLIGHT AND  
TRAFFIC CONTROL RATE GROUP SETTLEMENT AGREEMENT**

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**I.**

**INTRODUCTION**

Pursuant to Rule 12.1 *et seq.* of the Rules of Practice and Procedure of the California Public Utilities Commission’s (“Commission” or “CPUC”), Southern California Edison Company (“SCE”), on behalf of itself and the California City County Street Light Association (“CALSLA”) (collectively, “Settling Parties”), requests that the Commission find reasonable and adopt the “Streetlight and Traffic Control Rate Group Settlement Agreement” (“Settlement Agreement”), which is appended to this motion as Attachment A.

CALSLA represents all streetlight and traffic control customers in California, with the primary purpose of educating and advocating positions on streetlight rates. The Settling Parties have executed a Settlement Agreement that resolves all issues that have been raised with respect to non-allocated revenues, rate design and tariff matters for streetlight and traffic control rate schedules. Pursuant to the terms of the Settlement Agreement, and as soon as practicable following a Commission decision adopting the Settlement Agreement, but no earlier than June 1, 2022, SCE will adjust its rates for streetlight, area lighting, and traffic control customers pursuant to the terms of the Settlement Agreement.

Section II of this Motion provides the background related to this proceeding. Section III describes in general the positions advocated by the Settling Parties in this proceeding and the terms of the Settlement Agreement. Section IV demonstrates that the Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest, and that it should be adopted without modification. Section V discusses the procedural requests of the Settling Parties for disposing of this Motion and implementing revised rates.

## **II.**

### **BACKGROUND**

This proceeding, Application (A.) 20-10-012, was initiated by the filing of SCE's application on October 23, 2020, along with service of its prepared direct testimony regarding marginal costs, revenue allocation and other aspects of rate design. On January 20, 2021, the Assigned Commissioner and Assigned Administrative Law Judge issued a Scoping Memo and Ruling following a December 16, 2020 prehearing conference. On July 26, 2021, CALSLA was the only party to submit prepared testimony regarding the streetlight rate group's non-allocated revenue requirement, streetlight rate design issues and/or tariff issues.

SCE provided notice to all parties of its intent to conduct a settlement conference related to all issues raised in the proceeding, and an initial settlement conference was held on August 12, 2021. Continuing discussions related to the potential settlement of issues in this proceeding occurred among the interested parties after the initial settlement conference.

## **III.**

### **SUMMARY OF POSITIONS AND SETTLEMENT**

The Settlement Agreement resolves all issues related to non-allocated revenues assigned to the Streetlight Rate Group, streetlight and traffic control rate design issues and streetlight tariff matters. The Settlement Agreement's primary provisions are summarized below but these and others are set forth in more detail in a comparison exhibit, Appendix A to the Settlement Agreement, which summarizes the

positions of the Parties in their prepared testimony and how each issue is resolved by the Settlement Agreement.<sup>1</sup>

The Settlement Agreement resolves all issues raised in the proceeding with respect to non-allocated revenues, rate design and tariff matters for streetlight and traffic control rate schedules. Illustrative rates based on the Settlement Agreement are provided in Appendix B to the Settlement Agreement.

**A. Non-Allocated Revenues**

To determine the initial level of non-allocated revenues to be directly assigned to the Streetlight Rate Group to recover the costs of SCE-owned streetlight facilities such as lamps and streetlight poles, SCE proposed to retain the methodology agreed upon among settling parties in SCE's 2012, 2015, and 2018 GRC Phase 2 proceedings and adopted by the Commission, which, based on the net book value and O&M expenses for streetlight service as recorded in FERC account 373 and related O&M expense accounts, equaled \$88.511 million.<sup>2</sup> To moderate bill impacts, SCE proposed to cap increase of the monthly facilities charge at five percent to mitigate bill increase to Streetlight customers, while recognizing some level of increase in cost of service within the streetlight facilities charges. The revenue shortfall associated with the capped facilities charges is recovered from unmetered rate schedules through distribution energy charges. SCE proposed to cap any further increase of the facilities charge at five percent during the attrition years.

CALSLA generally agreed with SCE's proposal on non-allocated revenue requirement but proposes to remove the deduction of LS-1 LED Option E Energy Efficient Premium Charges (EEPC) from the non-allocated revenue requirement. CAL-SLA believes the EEPC should be eliminated as

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<sup>1</sup> Capitalized terms are defined in Paragraph 2 of the Settlement Agreement. The comparison exhibit also includes resolution of material uncontested issues, not summarized in this motion, such as SCE's proposal to eliminate Schedule LS-2 re-lamp option and to continue to offer a rate option for distribution pole mounted streetlight.

<sup>2</sup> The 2012 GRC Phase 2 settlement was approved in D.13-03-031. The 2015 GRC Phase 2 settlement agreement was adopted in D.16-03-030. The 2018 GRC Phase 2 settlement agreement was adopted in D.18-11-027. *See, also*, Exhibit SCE-04, p.77 (and Appendix H).

LEDs are the new standard lighting technology. CALSLA also agreed with SCE's facilities charge capping proposal and the adjustment to cap facilities charges in the attrition years provided that the total streetlight distribution revenues are capped.<sup>3</sup>

The Settling Parties agreed that, as part of the Marginal Cost and Revenue Allocation Settlement Agreement, filed on December 13, 2021, the non-allocated revenues would be set at a certain level initially (here, \$77.870 million), and then leave to *this attached* Streetlight and Traffic Control Rate Design Settlement the setting of attrition year non-allocated revenues.<sup>4</sup> Second, in the attached Settlement Agreement, the Settling Parties agreed that, upon initial implementation, SCE would hold the non-allocated revenue requirement constant but increase by 5 percent the facilities charges (in streetlight rate schedules that have facilities charges). SCE would collect the balance of non-allocated revenues via distribution energy charges. Third, in attrition years, the non-allocated revenues would then be updated annually to account for, among other things, the sales transfer of streetlights to eligible entities and LED conversions, and the facilities charges increase will be capped at the five percent each year.

## **B. Energy Charges and Customer Charges**

SCE proposed to update energy charges based on its proposed marginal costs and the usage characteristics of streetlight customers. CALSLA proposed to set energy charges residually after the non-energy charges have been computed. The Settlement Agreement provides that SCE will set energy charges residually after non-energy charges are computed (including after setting the non-allocated revenues consistent with the preceding paragraph), and use marginal costs and usage characteristics to set the energy rates.

With respect to customer charges, SCE proposed to use the Real Economic Carrying Cost (RECC) methodology as the basis for setting the monthly charges for Schedules AL-2 and LS-3. For Schedule TC-1, SCE proposed to collect a maximum of 27 percent of allocated revenue via the customer

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<sup>3</sup> Exhibit CALSLA-01, entitled *Prepared Direct Testimony of the California City County Streetlight Association*, pp. 8-9.

<sup>4</sup> See Paragraph 4.B.3 on page 17 of the Marginal Cost and Revenue Allocation Settlement Agreement.

charge. CALSLA agreed with the SCE's proposal of AL-2 and LS-3 customer charges and the proposed treatment for Schedule TC-1 customer charges. The Settling Parties agreed to adopt SCE's proposal.

**C. Schedule DWL**

SCE proposed to eliminate Schedule Residential Walkway Lighting (DWL) and move existing customers to other applicable rate options.<sup>5</sup> DWL is an un-metered rate that is currently closed to new customers, and serves as walkway lighting for condominium complexes, homeowners associations (HOAs), and apartment buildings. CALSLA did not oppose SCE's proposal to eliminate the DWL schedule provided the CPUC adopts a revenue allocation capping mechanism to mitigate streetlight energy rates.<sup>6</sup>

Settling Parties agreed to eliminate Schedule DWL. DWL currently has three rate options: Option A, Option B, and Option C. Due to the expected rate increase for DWL-A customers transitioning to Schedule OL-1, the rate impact will be phased-in over a 3-year period. For DWL-B and DWL-C, customers will be scheduled to transition off the rates (and migrated to Schedule LS-2-B) in 2022.

**D. LS-1, Option E (LED Conversion)**

While SCE did not propose changes to the Option E LED Conversion program for LS-1 customers, CALSLA proposed that Energy Efficient Premium Charges (EEPCs) for LS-1 Option E customers be eliminated because LEDs are the new standard lighting technology and HPSV lamps are obsolete.<sup>7</sup> Currently, SCE includes incremental facilities charges only for LS-1 customers that participate in the LED conversion program, not for new installations of LEDs. SCE is required by law (AB 719) to offer an LED conversion option and therefore will maintain incremental facilities charges for existing LED conversions.

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<sup>5</sup> Exhibit SCE-04, entitled *Rate Design Proposals*, p. 86.

<sup>6</sup> Exhibit CALSLA-01, pp. 9-10.

<sup>7</sup> *Id.* at p. 14.

CALSLA proposed that SCE provide additional documentation to customers interested in switching to the LS-1 Option E showing additional analysis explaining more details of the LED conversion. CALSLA provided an example conversion analysis template showing the LED wattage for each HPSV equivalent to help customers more easily understand the energy savings following conversion and better clarify energy rates used in calculations showing before and after conversion to LED.<sup>8</sup> SCE agreed to adopt CALSLA's LED conversion presentation template.

**E. Dimmable Streetlight Feasibility Pilot Study**

In direct testimony, SCE proposed embarking on pilot studies to understand the benefits and costs of dimmable streetlights with network-controlled modules that are associated with smart sensors on LS-1 and LS-2 streetlights.<sup>9</sup> Through the pilots, SCE intends to gain further understanding of capabilities and effective uses of the modules to help determine feasibility of dimmable streetlight program and rate option. CALSLA supported the implementation of a dimmable streetlight pilot. However, CALSLA believed SCE's LS-2 dimmable streetlight pilot proposal was too vague to be workable.<sup>10</sup>

Settling Parties agreed on a two-phase pilot open to existing LS-1 customers with smart sensors deployed and four LS-2 customers. Phase 1 will allow SCE to internally evaluate dimmable streetlight hardware and begin building standard interface/structure for customer billing. Phase 2 will allow SCE to test and refine interface for data integration, billing, and outage identification. Additionally, SCE will host meet and confers with interested parties and conduct an audit and/or create a report evaluating the pilot's performance.

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<sup>8</sup> *Id.* at p. 13.

<sup>9</sup> Exhibit SCE-04, pp. 81-84.

<sup>10</sup> Exhibit CALSLA-01, pp. 17-21.



**F. 90-Day Streetlight Stop Billing**

SCE's testimony did not propose changes to streetlight removal or stop-billing practices, however, CALSLA recommends that streetlight tariff sheets be revised such that SCE will remove streetlights within 90 days of a customer submitting a formal request and that any lamps not removed after 90 days will not be billed for service.<sup>11</sup>

Settling Parties agreed that SCE shall conduct an assessment to determine which LS-1 removal requests are currently outside of a 90-day request window. For those customers currently outside the 90-day request window, SCE will stop billing the account of record and will ensure that removal of the streetlight in the field will occur in a timely manner.

**G. Ancillary Device Rate Design**

SCE's direct testimony proposed ancillary devices attached to customer-owned streetlight poles be placed on the Schedule Wireless Technology Rate (WTR), as unmetered wireless devices are similar to ancillary devices and automated billing functionality has already been built for WTR.<sup>12</sup> CALSLA opposed SCE's proposal to bill low wattage ancillary devices attached to customer owned streetlights on the WTR and instead proposed that devices rated 35 watts or less should be billed the Wi-Fi rate.<sup>13</sup> CALSLA did not oppose ancillary devices larger than 35 watts being billed the WTR rate.

Settling Parties agreed that ancillary devices will be put on WTR, however SCE will adjust billing components of the rate. First, SCE will expand lower energy usage tiers to accommodate low wattage ancillary devices. Second, SCE will exempt ancillary devices from paying the fixed monthly inspections charge.

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<sup>11</sup> Exhibit CALSLA-01, p. 15.

<sup>12</sup> Exhibit SCE-04, p. 84.

<sup>13</sup> Exhibit CALSLA-01, p. 20.

#### IV.

#### **REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENT**

The Settlement Agreement is submitted pursuant to Rule 12.1 *et seq.* of the Commission's Rules of Practice and Procedure. The Settlement Agreement is also consistent with Commission decisions on settlements, which express the strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.<sup>14</sup> This policy supports many worthwhile goals, including reducing the expense of litigation, conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.<sup>15</sup> As long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest, it should be adopted without change.

The Settlement Agreement complies with Commission guidelines and relevant precedent for settlements. The general criteria for Commission approval of settlements are stated in Rule 12.1(d) as follows:

The Commission will not approve stipulations or settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, consistent with law, and in the public interest.<sup>16</sup>

The Settlement Agreement meets the criteria for a settlement pursuant to Rule 12.1(d), as discussed below.

##### **A. The Settlement Agreement is Reasonable In Light Of the Record**

The prepared testimony of SCE and CALSLA, the Settlement Agreement itself, and this motion contain the information necessary for the Commission to find the Settlement Agreement reasonable in light of the record. Prior to the settlement, parties conducted discovery and served testimony on the issues related to streetlight and traffic control rate design issues. The Settling Parties request that the

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<sup>14</sup> See, e.g., D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d, 301, 326).

<sup>15</sup> D.92-12-019, 46 CPUC 2d 538, 553.

<sup>16</sup> See also, *Re San Diego Gas & Electric Company*, (D.90-08-068), 37 CPUC 2d 360.

Commission admit the prepared testimony and related exhibits into the Commission's record of this proceeding.<sup>17</sup>

The Settlement Agreement represents a reasonable compromise of the Settling Parties' positions. The prepared testimony of the Settling Parties as well as Exhibit A to the Settlement Agreement (*i.e.*, the comparison exhibit), together with this motion and attached Settlement Agreement, contain sufficient information for the Commission to judge the reasonableness of the proposed outcome.

The Settlement Agreement is a reasonable compromise of the Settling Parties' respective positions, as summarized in Section III. Specifically, the Settlement Agreement's treatment of non-allocated revenues helps ensure more manageable bill impacts upon initial implementation, and then rate stability across the attrition years (with an easier-to-manage adjustment than the triggers adopted in the 2015 SL Settlement Agreement).

**B. The Settlement Agreement is Consistent with Law**

The Settling Parties believe that the terms of the Settlement Agreement comply with all applicable statutes and prior Commission decisions, and reasonable interpretations thereof. In agreeing to the terms of the Settlement Agreement, the Settling Parties have explicitly considered the relevant statutes and Commission decisions and believe that the Commission can approve the Settlement Agreement without violating applicable statutes or prior Commission decisions.

**C. The Settlement Agreement Is In the Public Interest**

The Settlement Agreement is a reasonable compromise of the Settling Parties' respective positions, as summarized in Section III. The Settlement Agreement is in the public interest and in the interest of SCE's customers. It fairly resolves issues and provides more certainty to customers regarding their present and future costs, which is in the public interest.

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<sup>17</sup> The Settling Parties have previously submitted a motion on December 13, 2021 for admission into evidence of their prepared testimony.

SCE's commitment to exploring the feasibility of a dimmable and ancillary device streetlight option, and the Settling Parties' proposed establishment of a rate designed for distribution pole-mounted streetlights, potentially offers more meaningful customer choice while remaining faithful to cost-causation principles. This Settlement Agreement fairly resolves issues and provides more certainty to customers regarding their present and future costs, which is in the public interest.

The Settlement Agreement, if adopted by the Commission, avoids the cost of further litigation, and frees up Commission resources for other proceedings. Given that the Commission's workload is extensive, the impact on Commission resources is doubly important. The Settlement Agreement frees up the time and resources of other parties as well, so that they may focus on other proceedings and the other unresolved issues in this proceeding. The prepared direct testimony contains sufficient information for the Commission to judge the reasonableness of the Settlement Agreement and for it to discharge any future regulatory obligation with respect to this matter.

Each portion of the Settlement Agreement is dependent upon the other portions of the Settlement Agreement. Changes to one portion of the Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes that are contained in the Settlement Agreement. As such, the Settling Parties request that the Settlement Agreement be adopted as a whole by the Commission, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

## V.

### **CONCLUSION**

WHEREFORE, the Settling Parties respectfully request that the Assigned Commissioner, Assigned ALJ, and the Commission:

1. Approve the attached Settlement Agreement as reasonable in light of the record, consistent with law, and in the public interest; and
2. Authorize SCE to implement changes in rates and tariffs in accordance with the terms of the Settlement Agreement.

Respectfully submitted,

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And on behalf of the Settling Parties.<sup>18</sup>

January 7, 2022

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<sup>18</sup> In accordance with Rule 1.8(d), counsel for the California City County Street Light Association has authorized SCE's counsel to sign and file this motion on its behalf.

**Attachment A**  
**Streetlight and Traffic Control Rate Group Settlement Agreement**

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Dated: **January 7, 2022**

# Streetlight and Traffic Control Rate Group Settlement Agreement

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**STREETLIGHT AND TRAFFIC CONTROL RATE GROUP SETTLEMENT AGREEMENT**

This Streetlight and Traffic Control Rate Group Settlement Agreement (“Settlement Agreement,” or “Agreement”) is entered into by and among Southern California Edison Company (“SCE”) and the California City-County Street Light Association (“CALSLA”) (collectively referred to hereinafter as “Settling Parties”).

**1. PARTIES**

- A. SCE is an investor-owned utility (“IOU”) and is subject to the jurisdiction of the California Public Utilities Commission (Commission or “CPUC”) with respect to providing electric service to its CPUC-jurisdictional retail customers.
- B. CALSLA represents all streetlight and traffic control customers in California, with the primary purpose of educating and advocating positions on streetlight rates.

**2. DEFINITIONS**

When used in initial capitalization in this Settlement Agreement, whether in singular or plural, the following terms shall have the meanings set forth below or, if not set forth below, then as they are defined elsewhere in this Agreement:

- A. “2021 Consolidated Revenue Requirement” shall be as it is defined in Paragraph 4.B.(1) of the Revenue Allocation Settlement Agreement.

- B. “Allocated Revenues” mean the amount of SCE’s authorized revenue requirement that is allocated to the Streetlight and Traffic Control Rate Group. Allocated Revenues are used to establish the Energy Charges and the Customer Charges applicable to the Streetlight and Traffic Control Rate Group.
- C. “Commission” or “CPUC” means the California Public Utilities Commission.
- D. “Customer Charges” mean the fixed dollar-per-month charges applicable to certain Streetlight Rate Group and Traffic Control rate schedules.
- E. “Energy Charges” mean the dollar per kilowatt-hour (kWh) charges applicable to Streetlight Rate Group and Traffic Control Rate Group rate schedules. Energy Charges recover SCE’s costs for delivery services, generation, public policy and DWR revenue requirements.
- F. “Functional SAPC Allocation” means allocation of SCE’s revenue requirement to each of SCE’s rate groups based on the system average percentage change (SAPC) for the particular function, *e.g.*, generation, or distribution and customer costs. In addition, this would include adjustments of FERC-jurisdictional transmission revenues as authorized by formula rates or otherwise.
- G. “Legacy” refers to the treatment the Commission has prescribed for eligible solar customers as set forth in Decisions (D.)17-01-006 and D.17-10-018.
- H. “Revenue Allocation Settlement Agreement” refers to the settlement of the same name filed in this proceeding on December 13, 2021.
- I. “Non-Allocated Revenues” are revenues assigned directly to the rate groups that incur these costs. As used in this Agreement, Non-Allocated Revenues are established in Paragraph 4.B. to be a combination of streetlight facilities’ costs and distribution energy costs.
- J. “Non-Energy Charges” mean the distribution charges applicable to street and area lighting, expressed as dollars per lamp per month. Non-Energy Charges are synonymous with “service charges,” and “other charges” applicable to street and area lighting. They include facilities charges and operations and maintenance (O&M) charges.
- K. “Shortfall” means the balance of the revenues resulting from the subtraction of the facilities charge revenues from the then-current Non-Allocated Revenues. The Shortfall is to be collected via distribution energy charges.
- L. “Streetlight Agency” means a city, county or other entity that serves as the customer of record on a streetlight service account.

- M. “Streetlight Rate Group” means the following SCE rate schedules: Schedule LS-1 Lighting—Street and Highway Company-Owned System—Unmetered Service; Schedule LS-2 Lighting—Street and Highway Customer-Owned Installation—Unmetered Service; Schedule LS-3 Lighting—Street and Highway Customer-Owned Installation—Metered Service; Schedule OL-1 Outdoor Area Lighting Service—Unmetered Service; Schedule DWL Residential Walkway Lighting—Unmetered Service; and Schedule AL-2 Outdoor Area Lighting Service—Metered.
- N. “Transfer Entities” are cities, counties, or other entity that purchased their streetlight facilities from SCE.<sup>1</sup>
- O. “TOU” periods mean time-of-use. These are the time periods established for the provision of electric service in which demand charges or energy charges may vary in relation to the cost of service.
- P. “Traffic Control Rate Group” means Schedule TC-1.
- Q. “Unmetered Rate Schedules” means those rate schedules that are provided Unmetered Service as listed in Definition M.

### 3. **RECITALS**

- A. In Phase 2 of SCE’s 2021 GRC, the Commission allocates SCE’s authorized revenue requirement among rate groups and authorizes rate design changes for rate schedules in each rate group.
- B. On October 23, 2020, SCE filed its 2021 GRC Phase 2 application (Application A.20-10-012) and served supporting testimony regarding marginal costs, revenue allocation and rate design.
- C. Protests and responses to SCE’s Application were filed on November 30, 2020. No party submitted a protest relating to SCE’s streetlight rate design proposals.
- D. On January 20, 2021, the Assigned Commissioner and Assigned Administrative Law Judge issued a Scoping Memo and Ruling following a December 16, 2020 prehearing conference (at which CALSLA was granted party status through oral motion) identifying as among the

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<sup>1</sup> SCE did not sell distribution pole-mounted streetlights to any city.

- nonresidential rate design issues to be resolved in the proceeding a potential distribution pole-mounted streetlight option and streetlight rate structure issues.
- E. On July 26, 2021, CALSLA served their initial testimony on streetlight rate design and revenue allocation issues.
  - F. SCE provided notice to all parties of its intent to conduct a settlement conference related to all issues raised in the proceeding, and an initial settlement conference was held on August 12, 2021. Continuing settlement discussions occurred among the parties after August 12, 2021.
  - G. The Settling Parties have evaluated the impacts of the various proposals in this proceeding and desire to resolve all issues related to streetlight and traffic control rates beginning with the implementation of a CPUC decision approving this Agreement, and have reached agreement as indicated in Paragraph 4 of this Agreement.
  - H. Appendix A to this Agreement provides a comparison of the Settling Parties' positions, where applicable, related to Streetlight and Traffic Control rates that have been resolved by this Agreement. In the event of a conflict between the terms of this Agreement and Appendix A, the terms of this Agreement shall control.
  - I. Appendix B provides illustrative streetlight and traffic control rates based on the 2021 Consolidated Revenue Requirement. These rates are for illustrative purposes only and have no precedential value.

#### **4. AGREEMENT**

In consideration of the mutual obligations, covenants and conditions contained herein, the Settling Parties agree to the terms of this Settlement Agreement. Nothing in this Settlement Agreement shall be deemed to constitute an admission by any party that its position on any issue lacks merit or that its position has greater or lesser merit than the position taken by any other Party. This Settlement Agreement is subject to the express limitation on precedent described in Paragraph 11. Unless specifically stated otherwise herein, this Agreement and its terms are intended to remain in effect from

the date rate changes are implemented as a result of a Commission decision in this proceeding until a decision is implemented in Phase 2 of SCE's next GRC.<sup>2</sup>

**A. Illustrative Rates**

The Settling Parties agree that the results of the rate design process illustrated by the rate schedules in Appendix B to this Agreement are reasonable. These rates are based on the 2021 Consolidated Estimated Revenue Requirement of \$14,388 million described in more detail in Paragraph 4.B(1) of the Revenue Allocation Settlement Agreement. The Customer Charges and Energy Charges shall be adjusted to reflect SCE's actual authorized revenue requirement when this Agreement is first implemented consistent with the treatment of Allocated Revenues adopted in this proceeding.

**B. Non-Allocated Revenues**

**1) Initial and Subsequent Setting of Non-Allocated Revenues**

- A. Consistent with Paragraph 4.B(3) of the Revenue Allocation Settlement Agreement, Non-Allocated Revenues specifically assigned to the Streetlight rate group shall be established initially at a level of \$77.870 million.
- B. Upon initial implementation of this Agreement, SCE will increase by five (5) percent the facilities charges (in streetlight rate schedules that have facilities charges) that are in effect at that time, and shall collect the Shortfall via distribution Energy Charges. Because facilities charges are collected only through unmetered rate schedules, the Shortfall shall be collected through the distribution energy charges in the Unmetered Rate Schedules.
- C. During each of the attrition years, the Non-Allocated Revenues will be updated annually to account for, among other things, the sales transfer of streetlights to Transfer Entities and LED conversions. The streetlight lamp

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<sup>2</sup> This Agreement supersedes and supplants the Streetlight and Traffic Control Rate Group Settlement Agreement adopted by the Commission in D.18-11-027 ("2018 Streetlight Agreement"). Except as otherwise specified, any obligation from the 2018 Settlement Agreement not explicitly re-stated here shall not survive.

counts will also be updated accordingly to reflect the latest forecast and sales transfers from Schedule LS-1 to Schedule LS-2. The facilities charge increases shall be capped at 5% during attrition years, with the shortfall between the amount of the updated revenue requirement and revenues collected through capped facilities charges being rolled into the distribution energy rates.

2) **Relationship Between Non-Allocated Revenues and Distribution Allocation in the Revenue Allocation Settlement Agreement**

A. Notwithstanding any provision in this Settlement Agreement, changes to the Non-Allocated Revenues resulting from the process described in Paragraph 4.B(1), above, shall not modify the distribution allocation reflected in the Revenue Allocation Settlement Agreement. Moreover, any gain on sales that is required to be returned to ratepayers will be allocated consistent with the allocators in the Revenue Allocation Settlement Agreement, unless otherwise directed by the Commission as part of its approval of the transfer.

C. **Rate Design and Allocation of Revenues Among Streetlight and Traffic Control Rate Schedules**

1) **Rate Structures**

A. The rate structures of currently existing (as of October 23<sup>rd</sup>, 2020) streetlight and traffic control rate schedules, consisting of Customer Charges, Energy Charges and Non-Energy Charges, shall be maintained for all applicable Streetlight and Traffic Control Rate Group schedules.

2) **Customer Charges**

A. Upon initial implementation of this Agreement, the Customer Charges for Schedule LS-3, Series Service shall be set equal to \$416.41 per month. Schedule LS-3, Multiple Service and Schedules AL-2 and AL-2-F shall be set

at the full EPMC level. For Schedule TC-1, the Customer Charge shall be set based on the method as described in Paragraph 4.K. Thereafter, these Customer Charges shall be adjusted on a Functional SAPC Allocation basis. The illustrative Customer Charges in Appendix B are as follows:

***D. Illustrative Customer Charges<sup>3</sup>***

<b>E. Schedule</b>	<b>Customer Charge (per month)</b>
LS-3, Series Service	\$416.41
LS-3, Multiple Service	\$9.75
AL-2	\$9.75
AL-2-A	\$9.75
TC-1	\$21.60

**3) Energy Charges**

Proposed Energy Charges, based on the 2021 consolidated revenue requirement, are set forth in Exhibit B. When this Agreement is first implemented, these estimated Energy Charges shall be adjusted, as necessary, consistent with the then-current revenues allocated to each rate group in accordance with the Revenue Allocation Settlement Agreement. Thereafter, these estimated Energy Charges shall be adjusted consistent with Paragraph 4.B(7) of the Revenue Allocation Settlement Agreement when SCE's authorized revenues change. Notwithstanding the foregoing, Energy Charges for unmetered service shall be consistent with the method set forth in Paragraph 4.B(1) of this Agreement.

**a) Generation-Related Energy Charges**

Generation-related Energy Charges shall be established based on the marginal energy costs set forth in the Revenue Allocation Settlement Agreement. However, for

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<sup>3</sup> Customers served on Schedules LS-1 and LS-2 do not pay a Customer Charge. For these customers, fixed costs are recovered in non-generation-related Energy Charges.



Schedule AL-2 (legacy option), which has TOU components, the on-peak Energy Charges shall be set consistent with the Schedule TOU-GS-1-A Legacy Energy Charges.

**b) Non-Generation-Related Energy Charges**

Non-generation-related Energy Charges that are designed to recover revenues associated with customer costs (for Schedule LS-1 and LS-2 customers only), transmission, distribution, public purpose programs, new system generation service, nuclear decommissioning, CARE balancing account, Wildfire Fund Nonbypassable Charge, Fixed Recovery Charge, and the CPUC reimbursement fee shall be established on the basis of the specified functional authorized revenue requirements and the terms specified in the Revenue Allocation Settlement Agreement. However, for Schedule AL-2 (legacy option), which has TOU components, the on-peak Energy Charges shall be set consistent with the Schedule TOU-GS-1-A Grandfathered Energy Charges.

**4) Allocation of Revenues**

- A. The initial facilities charges for the different lamp options are shown in Appendix B (as “other charges”). The distribution Energy Charges for unmetered service will be adjusted to maintain the then-current Non-Allocated Revenues as described in Paragraph 4.B.
- B. After this Agreement is first implemented, any changes to the Allocated Revenues that are collected through Energy Charges and Customer Charges for the Streetlight and Traffic Control Rate Group shall be implemented on a Functional SAPC Allocation basis whenever a change to SCE’s authorized revenues are implemented in rates, using the then-current forecast lamp count and the applicable kWh consumption per lamp.

**D. Schedules LS-1 and LS-2**

There shall be no structural changes to Schedules LS-1 and LS-2, and Paragraph 4.O, below, describes the dimmable pilot program to be added to Schedule LS-1 and LS-2.

As part of LS-1 Option E conversions communication process, SCE currently produces a rate analysis showing the rate comparison of the conversion. Settling parties have agreed on an updated figure to help customers better understand the energy savings from converting streetlights to LED. An example template is show in Appendix C.

**E. Schedule LS-2 Optional Re-lamp Service**

The Optional Re-lamp Service Charge option under Schedule LS-2 shall be eliminated and all accounts will be transitioned to the Schedule LS-2-A, LED option. There are currently 41 customers with 88 service accounts that would transition to LS-2-A, LED. Settling Parties conclude that, while customers can expect to incur initial up-front costs to install new hardware to support the move to LED, such customers will also likely benefit from reduced energy costs by installing more efficient LED lamps. Once SCE's own High Pressure Sodium Vapor (HPSV) lamp inventory is depleted, customers will be moved to Schedule LS-2-A as outages occur. All remaining customers will transition no later than 2023 to the new rate, allowing customers time to budget for hardware changes to fixtures and lamps, and time to complete their conversions prior to transitioning to the new rate schedule. SCE will coordinate a multiple touch outreach campaign to these customers to advise of the change to LED. This outreach campaign will be comprised of direct mail letters and utilizing venues such as the Streetlight Advisory Panel, Acquisition Best Practice Forum, and Regional Council of Government meetings. SCE will first seek to initiate this outreach campaign to advise of the change to LED and the elimination of the re-lamp option by early 2022, then again conduct an additional outreach campaign no later than 2023 for any customers that remain on this rate.

**F. Schedule LS-3**

There shall be no structural changes to Schedules LS-3.

- Schedule LS-3 will continue to be a non-time-variant rate structure with monthly limits on the allowable amount of daytime usage. See Paragraph 4.H, below.
- All provisions of the current Schedule LS-3 not explicitly mentioned for revision herein shall survive.

**G. Schedule AL-2**

**1) Option AL-2-F (Flat Rate, Non-Legacy)**

- Schedule AL-2-F will continue be applicable to all non-legacy customers who meet the eligibility requirements for Schedule AL-2.
- Schedule AL-2-F will continue to offer non-time-variant rate structures with monthly limits on the allowable amount of daytime usage. See Paragraph 4.H, below.

**2) Option AL-2 (Legacy Rate)**

- Off-peak energy charges shall be set consistent with Schedule AL-2-F (by function).
- Summer and winter on-peak Energy Charges shall be based on the legacy Schedule TOU-GS-1-A summer and winter on-peak charges (by function)

**H. Daytime Usage Limitations on Schedule LS-3 and AL-2**

SCE shall measure kWh usage to attempt to discern whether accounts served on Schedules LS-3 and AL-2 incur usage predominately for nighttime lighting. On a rolling 12-month basis, SCE will compare all usage incurred on an account between the hours of 8 a.m. to 4 p.m. during the preceding 12 months to the account's total usage for the preceding 12 months. If the usage during the hours of 8 a.m. to 4 p.m. exceeds 30 percent of the account's total usage incurred, the account will become ineligible prospectively for service under Schedule AL-2 or LS-3 and will, at SCE's sole discretion unless the customer affirmatively and timely elects otherwise, be placed as soon as practicable on an applicable general service schedule.<sup>4</sup> For accounts with fewer than 12 months of historical usage data, where SCE determines that the usage incurred during the available months exceeds, or in SCE's

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<sup>4</sup> The 30 percent threshold provision will not apply to accounts with less than 35 kWh of annual load.

opinion is likely to exceed, 30 percent of the total annual load, the accounts will become ineligible for service under Schedules AL-2 or LS-3 and will be placed on an applicable general service schedule.

**I. Schedule OL-1**

There shall be no structural changes to Schedules OL-1.

**J. Schedule DWL**

Schedule Residential Walkway Lighting (DWL) shall be eliminated, and existing customers will be migrated to other applicable rate options. DWL is an un-metered rate that is currently closed to new customers, and serves as walkway lighting for condominium complexes, homeowners associations (HOAs), and apartment buildings. DWL currently has three rate options: Option A, Option B, and Option C. Existing customers on DWL Option A will be migrated to Schedule OL-1 and customers on DWL Option B and C will be migrated to Schedule LS-2-B.

SCE will execute an outreach effort which would include letters to customers. There will be two separate timelines in the elimination of Schedule DWL. Due to the expected rate increase for DWL-A customers transitioning to Schedule OL-1, the rate impact will be phased-in over a 3-year period. The rate increase will be separated over three years with the first change in the DWL-A rate factors initiated at the time of the GRC Phase 2 rate implementation. During the attrition years, step two of the increase will occur in 2023 and the customers will subsequently be migrated to Schedule OL-1 in 2024 to complete the 3-year phase-in rate increase. For DWL-B and DWL-C, customers will be scheduled to transition off the rates (and migrated to Schedule LS-2-B) in 2022.

**K. Schedule TC-1**

Schedule TC-1 shall continue to consist of a monthly Customer Charge and a flat Energy Charge, as illustrated in Appendix B. SCE shall maintain the relationship between fixed and volumetric revenue recovery that was adopted by the Commission in the 2015 and 2018 GRC Phase 2 Streetlight Settlement Agreements, as updated to account for differences in marginal costs between the GRCs, such that approximately 73 percent of revenue is recovered through volumetric charges and 27 percent

through fixed charges. After this Agreement is first implemented, changes to Energy Charges and Customer Charges for Schedule TC-1 shall be implemented on a Functional SAPC Allocation basis whenever changes to SCE's authorized revenues are implemented in rates, using the then-current forecast number of service accounts, and the applicable kWh consumption per lamp.

**L. Schedule WTR (Wireless Technology Rate)**

Ancillary devices like Wi-Fi hotspots, traffic sensors, and cameras co-located on streetlight poles are primarily low wattage. To accommodate these ancillary devices, SCE shall make the following adjustments to Schedule WTR to better match the use case for these devices:

1. First, SCE will expand the lowest wattage tier into additional energy use thresholds to better serve low load devices. Currently, the lowest energy tier of the WTR is devices that use less than 50 kWh/month. SCE will replace this single tier with two tiers: 0-25 kWh/month and 26-50 kWh/month.
2. Second, ancillary devices will be exempt from paying the monthly inspection charge. The intent of the monthly inspection charge is to appropriately charge for service in those application where the average monthly usage is based on the size of fuse used in the connection equipment, primarily used for telecommunication devices. Settling Parties agree a fuse inspection is not applicable for these types of ancillary devices (i.e., cameras, speed detectors, Wi-Fi hotspots, weather sensors, etc.) as they do not require fuses to be installed. SCE will modify the tariff to exempt ancillary devices from the inspection charge.

SCE will not adjust the assessment of the WTR customer charge in this GRC Phase 2 cycle. Settling Parties agree that it is appropriate to review modifying SCE's billing practice to change the monthly customer charge from a per customer basis to a per device basis in the next GRC Phase 2 application.

**M. Schedule Wi-Fi-1**

No structural changes to Schedule Wi-fi-1 shall be made as a result of this Settlement Agreement.

**N. Distribution Pole-Mounted Rate Option**

1. SCE shall continue to offer a rate option within Schedules LS-1 and OL-1 for distribution pole-mounted streetlights that will include lamp charges based on the difference between the net-plant-in-service value of a standard configuration streetlight asset, and the net-plant-in-service value of a standard configuration streetlight asset that removes the pole cost entirely. This method is described in Exhibit SCE-04.
2. Accounts taking service on the distribution pole-mounted rate option will receive a credit offsetting the facilities charge equal to \$4.10/lamp.
3. This rate option will be offered to both transfer and non-transfer entities. Customers must affirmatively elect to take service on this optional rate consistent with SCE's Tariff Rule 12.

**O. Dimmable Streetlight Pilot**

1. SCE shall implement a pilot study to examine potential benefits of smart and communicating street light photo sensors (smart sensors) for both LS-1 (SCE owned unmetered streetlights) and LS-2 (customer owned unmetered streetlights). This pilot work is envisioned to support a path forward to an eventual deployment of the state-of-the-art streetlight smart sensor technology with potential benefits to customers. The pilot seeks to help SCE determine how to integrate smart sensor technology into billing systems, implement dimming capabilities for specific customers, design and apply rates for future streetlight tariffs, and realize additional ancillary benefits.

2. SCE will evaluate dimmable streetlight technology functions and opportunities with both LS-1 and LS-2 customers. The initial scope will be limited to existing LS-1 customers who have smart sensors installed or who plan to install the sensors, as well as up to four LS-2 customers.

For LS-1 customers, SCE has deployed smart sensors in conjunction with the Cities of Compton, Inglewood, and Ridgecrest. SCE expects to implement more sensors in the Cities of Avalon, Barstow, and Irwindale. For LS-2 customers, SCE has already initiated discussions to collaborate with the City of Temecula where smart sensors have been deployed on customer owned streetlights. SCE is committed to collaborating with up to three other LS-2 customers, to be jointly identified by CALSLA and SCE, with smart sensors in place to further explore the integration of outage information and metered usage data for the potential development of a future metered street light rate outside of LS-3.

3. The pilot will seek to include diverse communities that span differing areas across SCE's territory to sample different geographic, urban, rural, and weather-related conditions. As development activities and pilot work continues, SCE proposes to place pilot communities on the midnight service LS-1 and LS-2 rates to provide benefits to these local government partners with the understanding that they will be working with SCE to appropriately dim, engage, and study the smart sensor technology.
4. The dimmable streetlight pilot shall be implemented in two phases. The first phase will focus on evaluating smart sensor technology to ensure metering standards are met, as well as building the interface and structure for integrating customer data for billing and other operations. The second phase will involve testing and refining SCE's data integration, billing, and outage identification systems while hosting "meet and confers" with stakeholders to discuss the pilot. At the conclusion of the pilot, SCE shall conduct an audit and/or create a report evaluating the performance of pilot.

Results of the audit and/or a copy of the report will be included in SCE's next GRC Phase 2 Application.

5. The activities and learning goals include, but are not limited to, the following:
  - Work with pilot communities to test and implement dimming schedules under LS-1 or LS-2 midnight service as an initial pilot effort
  - Test dimming, on/off, and other control functions of the sensors for reliability and usability on LS-1 and LS-2 customers
  - Understand and review technology requirements to integrate and automate outage notification data from smart street light sensors and systems, ultimately outlining the path forward towards an automated outage notification that would trigger a repair order when a sensor notifies of a street light outage
  - Review and identify what additional resources may be required to monitor or implement outage tracking systems based on data delivered or obtained from smart sensor outage reporting
  - Test sensors for ability to provide utility grade metering data
  - Work with up to four LS-2 communities that have deployed smart sensors to review and study how transfer and integration of meter/usage data could be imported to SCE for possible use in future LS-2 metered rate
  - SCE internal review and study on how to integrate data provided by LS-2 smart sensors into metering and billing systems to facilitate a "metered" or dimmable LS-2 rate
  - SCE internal review and study on how to integrate data provided by LS-1 smart sensors into metering and billing systems to facilitate a "metered" or dimmable LS-1 rate
  - SCE plans to continue to work with partners throughout the pilot to share findings and determine the path forward for smart sensor streetlight technologies:
  - Conduct "meet and confers" as part of streetlight advisory panel and or host separate "meet and confers" to discuss whether the pilot should be continued, discontinued, or converted into a permanent rate option
  - Socialize pilot findings and recommendations with Street Light Advisory Panel participants, key street light stakeholders, street light intervenors, and SCE leadership
  - Determine path forward for possible expansion to remainder of SCE streetlights or closure to pilot without expansion to broader SCE street light population



- Develop a recommendation on implementing pilot findings and/or permanent rate option

**P. 90-Day Stop Billing & Removal of Streetlights**

1. SCE shall conduct an assessment to determine which LS-1 removal requests are currently outside of a 90-day request window. The assessment shall include:
  - Ensuring that a complete Streetlight Authorization form (“SLA”) has been provided by the Authority Having Jurisdiction (“AHJ”).
  - Reconciliation of the removal request between Design Manager (the system where the removal design is produced), CSRP (the billing system), and SAP (the facilities system of record).
  - If necessary, a field check will occur to determine the current removal status of each LS-1 removal request in question.
2. Once the current LS-1 removal request status is verified,
  - For those LS-1 removal requests that are now beyond the 90-day request window (the request window beings when the required SLA has been received by SCE), SCE will stop billing the account of record.
  - In addition to stopping billing at 90-days, SCE will ensure that removal of the streetlight in the field will occur in a timely manner.

**5. IMPLEMENTATION OF SETTLEMENT AGREEMENT**

It is the intent of the Settling Parties that SCE should be authorized to implement the rates resulting from this Settlement Agreement as soon as practicable following the issuance of a final Commission decision approving this Settlement Agreement, but no earlier than the June 1 of 2022.

**6. INCORPORATION OF COMPLETE AGREEMENT**

This Agreement is to be treated as a complete package and not as a collection of separate agreements on discrete issues. To accommodate the interests related to diverse issues, the Settling Parties acknowledge that changes, concessions, or compromises by a Settling Party or Settling Parties in

one section of this Agreement resulted in changes, concessions, or compromises by the Settling Parties in other sections. Consequently, the Settling Parties agree to oppose any modification of this Agreement not agreed to by all Settling Parties. If the Commission does not approve this Agreement without modification, then the terms and conditions reflected in this Agreement shall no longer apply to the Settling Parties.

**7. RECORD EVIDENCE**

The Settling Parties request that all of their related prepared testimony be admitted as part of the evidentiary record for this proceeding.

**8. SIGNATURE DATE**

This Settlement Agreement shall become binding as of the last signature date of the Settling Parties.

**9. REGULATORY APPROVAL**

- A. The Settling Parties, by signing this Agreement, acknowledge that they support Commission approval of this Agreement and subsequent implementation of all the provisions of the Agreement for the duration of rates implemented pursuant to a Commission order adopting this Agreement in this proceeding, *i.e.*, Phase 2 of SCE's 2021 GRC. The Settling Parties shall use their best efforts to obtain Commission approval of the Agreement. The Settling Parties shall jointly request that the Commission approve the Agreement without change, and find the Agreement to be reasonable, consistent with law and in the public interest.
- B. Should any Proposed Decision or Alternate Proposed Decision seek a modification to this Settlement Agreement, and should any Settling Party be unwilling to accept such modification, that Settling Party shall so notify the other Settling Parties within five business days of issuance of such Proposed Decision or Alternate Proposed Decision. The Settling Parties shall thereafter promptly discuss the proposed modification and negotiate in good faith to achieve a resolution acceptable to the Settling Parties, and shall promptly seek Commission approval of the resolution so achieved. Failure to resolve such proposed modification to the satisfaction of the Settling Parties, or to obtain Commission approval of

such resolution promptly thereafter, shall entitle any Settling Party to terminate its participation from this Agreement through prompt written notice to the other Settling Parties.

**10. COMPROMISE OF DISPUTED CLAIMS**

This Settlement Agreement represents a compromise of disputed claims between the Settling Parties after arm's-length negotiations. The Settling Parties have reached this Settlement Agreement after taking into account the possibility that each Party may or may not prevail on any given issue. The Settling Parties assert that this Settlement Agreement is reasonable, consistent with law and in the public interest.

**11. NON-PRECEDENT**

Consistent with Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement is not precedential in any other pending or future proceeding before this Commission, except as expressly provided in this Settlement Agreement or unless the Commission expressly provides otherwise.

**12. PREVIOUS COMMUNICATIONS**

The Settlement Agreement contains the entire agreement and understanding between the Settling Parties as to the resolution of streetlight and traffic control light issues. In the event there is any conflict between the terms and scope of this Settlement Agreement and the terms and scope of the accompanying joint motion in support of the Settlement Agreement, the Settlement Agreement shall govern.

**13. NON-WAIVER**

None of the provisions of this Settlement Agreement shall be considered waived by any Party unless such waiver is given in writing signed by that Settling Party. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Settlement Agreement or take advantage of any of their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**14. EFFECT OF SUBJECT HEADINGS**

Subject headings in this Settlement Agreement are inserted for convenience only, and shall not be construed as interpretations of the text.

**15. GOVERNING LAW**

This Settlement Agreement shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California, notwithstanding otherwise applicable conflict of law principles. The Settling Parties agree that the Commission retains jurisdiction to enforce the terms of this Settlement Agreement and resolve any disputes regarding the Settling Parties' performance under the Settlement Agreement.

**16. NUMBER OF ORIGINALS**

This Settlement Agreement is executed in counterparts, each of which shall be deemed an original. The undersigned represent that they are authorized to sign on behalf of the Party represented.

Dated: January 7, 2022

SOUTHERN CALIFORNIA EDISON COMPANY

/s/ Michael Backstrom

By: Michael Backstrom

Title: Vice President, Regulatory Affairs

Dated: January 7, 2022

CALIFORNIA CITY-COUNTY STREET LIGHT  
ASSOCIATION

/s/ Daniel Denebeim

By: Daniel Denebeim

Title: Attorney for CALSLA

## **Appendix A**

### **Comparison of Party Positions and Settlement**

**Comparison of Parties' Positions  
Street and Area Lighting Rate Design Issues**

	<b>Current Treatment (i.e., 2018 GRC Outcome)</b>	<b>SCE</b>	<b>CALSLA</b>	<b>2021 GRC Settled Position</b>
Non-Allocated Streetlight (SL) Revenue Requirement	Use a non-allocated rev req of \$76,466,000	Set the non-allocated revenue requirement at \$88.511 million for 2021, derived using the Results of Operations Model in SCE's GRC Phase 1, and is based on the forecast FERC Account 373 Rate Base and O&M expenses attributable to streetlight	The LS-1 Option E Energy Efficient Premium Charges revenue deduction should be removed from the streetlight non-allocated revenue requirement.	Use a non-allocated rev req of \$77,870,000
Facilities Charges	Increase facilities charges by a one-time adjustment of 5% upon implementation of SCE's 2018 GRC Phase 2 and recover the Shortfall in distribution energy charges in the unmetered rate schedules	<p>The monthly lamp facilities charges will be set to increase by 5% over the current rate level, with the shortfall recovered through distribution energy charges from non-metered streetlight rate schedules. The shortfall is measured by the difference between the non-allocated revenue requirement and the revenues recovered through the monthly facilities charges.</p> <p>Proposes to cap any further increases of the facilities charge at 5% during attrition years.</p>	Streetlight facilities charge increases should be capped at 5% following both the final decision in this rate case and following adjustments to the streetlight non-allocated revenue requirement in the attrition years.	<p>Increase facilities charges by a one-time adjustment of 5% upon implementation of SCE's 2021 GRC Phase 2 and recover the Shortfall in distribution energy charges in the unmetered rate schedules</p> <p>The facilities charges increase shall be capped at 5% during attrition years, with the shortfall between the amount of then updated revenue requirement and revenues collected through capped facilities charges be rolled into the distribution energy rates.</p>
Energy Charges	Initially set energy charges residually after non-energy charges are computed (including implementation of the non-allocated rev reg agreement) using marginal costs and usage characteristics	Revise energy charges based on marginal costs and the usage characteristics of SL customers	Recommends continuing to set energy charges residually after the non-energy charges have been computed	Initially set energy charges residually after non-energy charges are computed (including implementation of the non-allocated rev req agreement) using marginal costs and usage characteristics

	<b>Current Treatment (i.e., 2018 GRC Outcome)</b>	<b>SCE</b>	<b>CALSLA</b>	<b>2021 GRC Settled Position</b>
Customer Charges	AL-2/LS-3: Use a 50/50 SCE RECC / ORA NCO split <ul style="list-style-type: none"> <li>AL-2: \$7</li> <li>LS-3: \$7</li> </ul> TC-1: use SCE's maximum 27% proposal (\$13.93)	AL-2/LS-3: \$6.25 using RECC method  TC-1: collect a maximum of 27% of allocated revenue from the customer charge (\$14.00)	CALSLA finds SCE's proposal of customer charge for AL-2/LS-3 (\$6.25) reasonable. CALSLA finds SCE's proposal for a \$14 per month customer charge for traffic controls (TC-1) to be reasonable as SCE will collect a maximum of 27% of TC-1 revenue through the fixed customer charge consistent with the prior two GRC streetlight settlement agreements	AL-2/LS-3: Use SCE's RECC Method AL-2: \$9.75 LS-3: \$9.75 TC-1: use SCE's maximum 27% proposal
AL-2 / LS-3 Rates	Use SCE's flat rate proposal  Implement legacy version of TOU AL-2 rate for eligible solar customers (per TOU OIR Decisions 17-01-006 and 17-10-018) to maintain current TOU periods	Maintain the non-time-variant rate structure for LS-3 and AL-2-F with monthly limits on the allowable amount of on-peak usage. The legacy time-of-use AL-2 option will continue to be available for eligible solar customers	Uncontested	Maintain the non-time-variant rate structure for LS-3 and AL-2-F with monthly limits on the allowable amount of on-peak usage. The legacy time-of-use AL-2 option will continue to be available for eligible solar customers
LS-2 re-lamp options		Eliminate LS-2 re-lamp option and transition all accounts to Schedule LS-2-A, LED option. Once SCE's own HPSV inventory is depleted, customers will be moved to Schedule LS-2-A as outages occur– any remaining customers will transition no later than 2023 to the new rate	CALSLA does not oppose SCE's proposal to eliminate the LS-2 re-lamp option	Eliminate LS-2 re-lamp option and transition all accounts to Schedule LS-2-A, LED option. Once SCE's own HPSV inventory is depleted, customers will be moved to Schedule LS-2-A as outages occur– any remaining customers will transition no later than 2023 to the new rate
Distribution Pole Mounted Rate Option for Schedules LS-1 and OL-1	Offer new rate option with a \$4.29/lamp/mo credit (updated to include lamps served on Schedule OL-1, which resulted in a slightly higher credit)	SCE will continue to offer a rate option for lamps mounted on SCE's distribution poles, as compared to those that are mounted on poles that support only streetlights. Customers	CALSLA does not oppose SCE's proposal to adjust the streetlight shared distribution pole discount from \$4.46 to \$4.12 per month based on SCE's updated marginal cost model	Adjust streetlight shared distribution pole discount to \$4.10 per lamp per month

	<b>Current Treatment (i.e., 2018 GRC Outcome)</b>	<b>SCE</b>	<b>CALSLA</b>	<b>2021 GRC Settled Position</b>
	<p>Remove the \$1.58/lamp fee as a marginal cost input from the revenue allocation portion of rate design but maintain the \$1.58/lamp fee for non-transfer entities</p> <p>Require SCE to complete an agreed-upon notification process to impacted customers regarding the availability of the new rate option</p> <p>Put customers on the rate upon affirmative election from the customer, in accordance with SCE's Tariff Rule 12</p>	<p>taking service on this rate option are provided a credit of \$4.12/lamp to the standard configuration charge for each distribution pole-mounted configuration.</p>		
Elimination of Schedule DWL		<p>SCE proposes to eliminate Schedule Residential Walkway Lighting (DWL) and move existing customers to other applicable rate options.</p> <p>DWL-A customer will be migrated to existing Schedule OL-1, DWL-B and DWL-C customers will be migrated to Schedule LS-2-B.</p> <p>Migration of DWL-A customers will be phased-in over 3 years to mitigate rate impact. DWL-B and DWL-C customers will be transitioned in 2022 or 2023</p>	<p>CALSLA does not oppose SCE's proposal to eliminate the DWL schedule provided the CPUC adopts a revenue allocation capping mechanism to mitigate streetlight energy rates. Absent a capping mechanism, DWL customers moving to the OL-1 schedule would experience significant increases under SCE's proposal.</p>	<p>Eliminate Schedule Residential Walkway Lighting (DWL) and move existing customers to other applicable rate options.</p> <p>DWL-A customer will be migrated to existing Schedule OL-1, DWL-B and DWL-C customers will be migrated to Schedule LS-2-B.</p> <p>Migration of DWL-A customers will be phased-in over 3 years to mitigate rate impact. DWL-B and DWL-C customers will be transitioned in 2022 or 2023</p>



	<b>Current Treatment (i.e., 2018 GRC Outcome)</b>	<b>SCE</b>	<b>CALSLA</b>	<b>2021 GRC Settled Position</b>
LS-1, Option E (LED Conversion)	<p>Maintain incremental facilities charge for existing LED conversions (obligated by law to offer LED conversion option, which is what the incremental facilities charge covers)</p> <p>New construction LS-1 w/ LEDs are not subject to the incremental facilities charge</p> <p>SCE to assess any cost saving opportunities associated with customers doing both Option E LED conversions and requesting service on the distribution-pole-mounted rate option, and include any findings in its 2021 GRC Phase 2 filing</p>	<p>Include incremental facilities charge for conversions of existing non-LED lamps to LED</p> <p>Do not apply incremental facilities charge to new LED installations</p>	<p>Energy Efficient Premium Charges should be eliminated because LEDs are the new standard lighting technology and HPSV lamps are obsolete</p> <p>SCE should include more information in its presentation of an LS-1 Option E (Light Emitting Diode – LED) Program Savings so that customers can make more informed decisions about enrolling in the program.</p>	<p>Maintain incremental facilities charge for existing LED conversions (obligated by law to offer LED conversion option, which is what the incremental facilities charge covers)</p> <p>New construction LS-1 w/ LEDs are not subject to the incremental facilities charge</p> <p>SCE to adopt LS-1 Option E communications template presented by CALSLA (Appendix C)</p>
Dimmable Streetlight Rate	<p>SCE to conduct a feasibility assessment to determine equipment, infrastructure needs, billing system impacts, etc. prior to the filing of SCE's 2021 GRC Phase 1</p> <p>SCE may propose a new rate option in the 2021 GRC Phase 2 (or subsequent rate design proceeding) depending on the results of the feasibility assessment and funding/deployment considerations as determined in the feasibility assessment</p>	<p>Dimmable streetlight pilot studies for LS-1 and LS-2 streetlights</p> <p>LS-1: smart sensors deployed with City of Compton. Similar deployment with additional cities over next several years</p> <p>LS-2: exploring opportunity to conduct pilot study. Scope may be limited to four communities</p> <p>Customers participating in the dimmable streetlight pilot programs be offered to be billed on the multiple, midnight</p>	<p>Supports the development of a dimmable streetlight rate concept. CALSLA supports the adoption of a pilot program. However, LS-2 dimmable streetlight pilot proposal is too vague to be workable (rejects SCE's proposal to limit participation to four LS-2 customers).</p> <p>CALSLA agrees with SCE's proposal to bill participating customers the unmetered midnight rate.</p> <p>CALSLA develops counter</p>	<p>Two-phase pilot open to existing LS-1 customers with smart sensors deployed and four LS-2 customers.</p> <p>Phase 1: SCE will internally evaluate dimmable streetlight hardware and begin building standard interface/structure for customer billing</p> <p>Phase 2: SCE will test and refine interface for data integration, billing, and outage identification. Additionally, SCE will host meet and confers with interested parties and conduct an audit and/or create report evaluating pilot</p>

	<b>Current Treatment (i.e., 2018 GRC Outcome)</b>	<b>SCE</b>	<b>CALSLA</b>	<b>2021 GRC Settled Position</b>
		service option	<p>proposal for a pilot program (LS-1 and LS-2)</p> <p>Proposes SCE to conduct an audit of the pilot program six months prior to the filing of the next GRC Phase 2</p> <p>Proposes a “meet and confer” prior to the next GRC Phase</p>	performance.
Ancillary Device Rate	SCE to conduct a feasibility assessment to determine equipment, infrastructure needs, billing system impacts, etc. prior to the filing of SCE’s 2021 GRC Phase 1. SCE may propose a new rate option in the 2021 GRC Phase 2 (or subsequent rate design proceeding) depending on the results of the feasibility assessment and funding/deployment considerations as determined in the feasibility assessment	Proposes ancillary devices that would be attached to customer-owned streetlight poles be placed on Schedule WTR, Wireless Technology Rate	<p>Rejects SCE’s proposal to bill low wattage ancillary devices attached to customer owned streetlights the Wireless Technology Rate (WTR). Instead, proposes that devices rated 35 watts or less should be billed the Wi-Fi rate. Does not oppose ancillary devices larger than 35 watts being billed the WTR rate.</p> <p>Prior to the next GRC, SCE should perform a cost study to estimate the marginal customer access costs of ancillary devices that are metered through dimmable streetlight controllers and propose a new rate structure for these devices.</p>	<p>Ancillary devices to be put on WTR, however SCE will make adjustments to billing components of rate.</p> <p>First, SCE will expand lower energy usage tiers to accommodate low wattage ancillary devices.</p> <p>Second, SCE will exempt ancillary devices from paying the monthly inspections charge.</p>
90-Day Streetlight Stop Billing/Removal			CALSLA recommends that streetlight tariff sheets be revised such that SCE will remove streetlights within 90 days of a customer request. Any lamps not removed after 90 days will not be billed for service.	SCE will terminate billing for customers with streetlight removal requests greater than 90 days. Additionally, SCE will ensure the streetlight is removed in a timely manner.

## **Appendix B**

### **Illustrative Streetlight and Traffic Control Rates**

		October 2021 Rates			Proposed 2021 GRC Rates					
		Delivery	Generation	Total Rate	Delivery	Generation	Total Rate	Delivery Change	Generation Change	Total Rate Change
<b>AL-2-F</b>										
Energy Charge - \$/kWh		0.04217	0.04768	0.08985	0.05529	0.05750	0.11279	31.1%	20.6%	25.5%
Customer Charge - \$/month		11.49	0.00	11.49	9.75	0.00	9.75	-15.1%		-15.1%
<b>AL-2</b>										
Energy Charge - \$/kWh										
Summer Season										
On-Peak		0.28241	0.13452	0.41693	0.30727	0.12304	0.43031	8.8%	-8.5%	3.2%
Off-Peak		0.04217	0.04768	0.08985	0.05529	0.05750	0.11279	31.1%	20.6%	25.5%
Winter Season										
On-Peak		0.11253	0.08390	0.19643	0.10148	0.08167	0.18315	-9.8%	-2.7%	-6.8%
Off-Peak		0.04217	0.04768	0.08985	0.05529	0.05750	0.11279	31.1%	20.6%	25.5%
Customer Charge - \$/month		11.49	0.00	11.49	9.75	0.00	9.75	-15.1%		-15.1%
<b>DWL</b>										
Energy Charge - \$/kWh		0.11908	0.04718	0.16626	0.10043	0.05772	0.15815	-15.7%	22.3%	-4.9%
<b>Rate A - Other Charges</b>										
High Pressure Sodium Vapor Lamp - \$/lamp/month										
50 Watt		6.15	0.00	6.15	7.43	0.00	7.43	20.8%		20.8%
70 Watt		6.15	0.00	6.15	7.44	0.00	7.44	21.0%		21.0%
100 Watt		6.15	0.00	6.15	7.44	0.00	7.44	21.0%		21.0%
150 Watt		6.15	0.00	6.15	7.58	0.00	7.58	23.3%		23.3%
Metal Halide Lamp - \$/lamp/month										
100 Watt				0.00						
175 Watt				0.00						
Mercury Vapor Lamp - \$/lamp/month										
75 Watt		6.18	0.00	6.18	7.46	0.00	7.46	20.7%		20.7%
HPSV Recommended (LED) - \$/lamp/month										
50 Watt		6.02	0.00	6.02	7.32	0.00	7.32	21.6%		21.6%
70 Watt		6.02	0.00	6.02	7.32	0.00	7.32	21.6%		21.6%
100 Watt		6.02	0.00	6.02	7.34	0.00	7.34	21.9%		21.9%
150 Watt		6.02	0.00	6.02	7.52	0.00	7.52	24.9%		24.9%
<b>Rate B - Other Charges</b>										
High Pressure Sodium Vapor Lamp - \$/lamp/month										
50 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
70 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
100 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
150 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
Metal Halide Lamp - \$/lamp/month										
100 Watt				0.00						
175 Watt				0.00						
Mercury Vapor Lamp - \$/lamp/month										
75 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
HPSV Recommended (LED) - \$/lamp/month										
50 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
70 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
100 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
150 Watt		2.45	0.00	2.45	2.57	0.00	2.57	4.9%		4.9%
<b>DWL (Continued)</b>										
<b>Rate C - Other Charges</b>										
High Pressure Sodium Vapor Lamp - \$/lamp/month										
50 Watt		0.28	0.00	0.28	0.29	0.00	0.29	3.6%		3.6%
70 Watt		0.28	0.00	0.28	0.29	0.00	0.29	3.6%		3.6%
100 Watt		0.28	0.00	0.28	0.29	0.00	0.29	3.6%		3.6%
150 Watt		0.28	0.00	0.28	0.29	0.00	0.29	3.6%		3.6%
Metal Halide Lamp - \$/lamp/month										
100 Watt				0.00						
175 Watt				0.00						
Mercury Vapor Lamp - \$/lamp/month										
75 Watt		0.32	0.00	0.32	0.34	0.00	0.34	6.3%		6.3%
<b>Minimum Charge - \$/month</b>										
Rate A		100.00	0.00	100.00	100.00	0.00	100.00	0.0%		0.0%
Rate B		50.00	0.00	50.00	50.00	0.00	50.00	0.0%		0.0%

			October 2021 Rates			Proposed 2021 GRC Rates					
			Delivery	Generation	Total Rate	Delivery	Generation	Total Rate	Delivery Change	Generation Change	Total Rate Change
LS-1											
<b>Energy Charge - \$/kWh</b>											
	All Night Service		0.11908	0.04718	0.16626	0.10043	0.05772	0.15815	-15.7%	22.3%	-4.9%
	Midnight Service		0.11908	0.04718	0.16626	0.10043	0.05772	0.15815	-15.7%	22.3%	-4.9%
<b>Other Charges - All Night/Midnight Service</b>											
Incandescent Lamps - \$/lamp/month											
	103 Watt		9.65	0.00	9.65	10.13	0.00	10.13	5.0%		5.0%
	202 Watt		9.61	0.00	9.61	10.09	0.00	10.09	5.0%		5.0%
	327 Watt		9.61	0.00	9.61	10.09	0.00	10.09	5.0%		5.0%
	448 Watt				0.00						
Mercury Vapor Lamps - \$/lamp/month											
	100 Watt		9.17	0.00	9.17	9.63	0.00	9.63	5.0%		5.0%
	175 Watt		8.96	0.00	8.96	9.41	0.00	9.41	5.0%		5.0%
	250 Watt		9.41	0.00	9.41	9.88	0.00	9.88	5.0%		5.0%
	400 Watt		9.70	0.00	9.70	10.19	0.00	10.19	5.1%		5.1%
	700 Watt		9.65	0.00	9.65	10.13	0.00	10.13	5.0%		5.0%
	1,000 Watt				0.00						
High Pressure Sodium Vapor Lamps - \$/lamp/month											
	50 Watt		8.94	0.00	8.94	9.39	0.00	9.39	5.0%		5.0%
	70 Watt		8.96	0.00	8.96	9.41	0.00	9.41	5.0%		5.0%
	100 Watt		8.96	0.00	8.96	9.41	0.00	9.41	5.0%		5.0%
	150 Watt		9.36	0.00	9.36	9.83	0.00	9.83	5.0%		5.0%
	200 Watt		9.69	0.00	9.69	10.17	0.00	10.17	5.0%		5.0%
	250 Watt		9.75	0.00	9.75	10.24	0.00	10.24	5.0%		5.0%
	310 Watt		9.75	0.00	9.75	10.24	0.00	10.24	5.0%		5.0%
	400 Watt		9.69	0.00	9.69	10.17	0.00	10.17	5.0%		5.0%
Low Pressure Sodium Vapor Lamps - \$/lamp/month											
	35 Watt		10.90	0.00	10.90	11.45	0.00	11.45	5.0%		5.0%
	55 Watt		10.90	0.00	10.90	11.45	0.00	11.45	5.0%		5.0%
	90 Watt		11.51	0.00	11.51	12.09	0.00	12.09	5.0%		5.0%
	135 Watt		11.59	0.00	11.59	12.17	0.00	12.17	5.0%		5.0%
	180 Watt		11.61	0.00	11.61	12.19	0.00	12.19	5.0%		5.0%
LS-1 (Continued)											
<b>Other Charges - All Night/Midnight Service</b>											
Metal Halide Lamps - \$/lamp/month											
	75 Watt				0.00						
	100 Watt		10.10	0.00	10.10	10.61	0.00	10.61	5.0%		5.0%
	150 Watt		9.90	0.00	9.90	10.40	0.00	10.40	5.1%		5.1%
	175 Watt		10.06	0.00	10.06	10.56	0.00	10.56	5.0%		5.0%
	250 Watt		9.87	0.00	9.87	10.36	0.00	10.36	5.0%		5.0%
	400 Watt		10.19	0.00	10.19	10.70	0.00	10.70	5.0%		5.0%
	1,000 Watt				0.00						
	1,500 Watt				0.00						
Light Emitting Diode (LED) Lamps (High Pressure Sodium Vapor Recommended Lamps) - \$/lamp/month											
	50 Watt		8.87	0.00	8.87	9.31	0.00	9.31	5.0%		5.0%
	70 Watt		8.87	0.00	8.87	9.31	0.00	9.31	5.0%		5.0%
	100 Watt		8.94	0.00	8.94	9.39	0.00	9.39	5.0%		5.0%
	150 Watt		9.45	0.00	9.45	9.92	0.00	9.92	5.0%		5.0%
	200 Watt		9.80	0.00	9.80	10.29	0.00	10.29	5.0%		5.0%
	250 Watt		10.06	0.00	10.06	10.56	0.00	10.56	5.0%		5.0%
	310 Watt		10.86	0.00	10.86	11.40	0.00	11.40	5.0%		5.0%
	400 Watt		11.06	0.00	11.06	11.61	0.00	11.61	5.0%		5.0%
<b>LS-1 (Option E)</b>											
AB 719 Light Emitting Diode (LED) Lamps - \$/Lamp/Month											
(High Pressure Sodium Vapor Recommended Lamps)											
	50 Watt		10.29	0.00	10.29	10.73	0.00	10.73	4.3%		4.3%
	70 Watt		10.35	0.00	10.35	10.79	0.00	10.79	4.3%		4.3%
	100 Watt		10.49	0.00	10.49	10.94	0.00	10.94	4.3%		4.3%
	150 Watt		11.12	0.00	11.12	11.59	0.00	11.59	4.2%		4.2%
	200 Watt		11.73	0.00	11.73	12.22	0.00	12.22	4.2%		4.2%
	250 Watt		12.32	0.00	12.32	12.82	0.00	12.82	4.1%		4.1%
	310 Watt		13.57	0.00	13.57	14.11	0.00	14.11	4.0%		4.0%
	400 Watt		13.94	0.00	13.94	14.49	0.00	14.49	3.9%		3.9%
<b>Distribution Pole Mounted Discount</b>											
	\$/lamp/month		(4.46)	0.00	(4.46)	(4.10)	0.00	(4.10)	-8.1%		-8.1%
<b>Tap Device Annual Charge</b>											
	\$/device		14.01	0.00	14.01	14.71	0.00	14.71	5.0%		5.0%

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LS-2

**Energy Charge - \$/kWh**

All Night Service  
Midnight Service

October 2021 Rates		
Delivery	Generation	Total Rate

Proposed 2021 GRC Rates		
Delivery	Generation	Total Rate

Delivery Change	Generation Change	Total Rate Change
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**Multiple Service (Other Charges)**  
**All Night/Midnight Service**

**Rate A**

Incandescent Extended Service Lamps

- \$/lamp/month

Mercury Vapor Lamps

- \$/lamp/month

Light Emitting Diode (LED) Lamps

- \$/lamp/month

High Pressure Sodium Vapor Lamps - \$/lamp/month

50 Watt

70 Watt

100 Watt

150 Watt

200 Watt

250 Watt

310 Watt

400 Watt

Low Pressure Sodium Vapor Lamps

-\$/lamp/month

Metal Halide Lamps

-\$/lamp/month

Induction Lamps

-\$/lamp/month

All Other Lamps

-\$/lamp/month

**Rate B**

Incandescent Extended Service Lamps

- \$/lamp/month

Mercury Vapor Lamps

- \$/lamp/month

Light Emitting Diode (LED) Lamps

- \$/lamp/month

High Pressure Sodium Vapor Lamps - \$/lamp/month

50 Watt

70 Watt

100 Watt

150 Watt

200 Watt

250 Watt

310 Watt

400 Watt

Low Pressure Sodium Vapor Lamps

-\$/lamp/month

Metal Halide Lamps

-\$/lamp/month

Induction Lamps

-\$/lamp/month

All Other Lamps

-\$/lamp/month

**LS-2 (Continued)**

**Series Service**

Series Service Power Factor - \$/kVar

**All Night/Midnight Service**

Incandescent Extended Service Lamps

-\$/lamp/month

Mercury Vapor Lamps

-\$/lamp/month

High Pressure Sodium Vapor Lamps - \$/lamp/month

50 Watt

70 Watt

100 Watt

150 Watt

200 Watt

250 Watt

310 Watt

400 Watt

Low Pressure Sodium Vapor Lamps

-\$/lamp/month

Metal Halide Lamps

-\$/lamp/month

All Other Lamps

-\$/lamp/month

Series Service Voltage Discount, Energy - \$/kWh

0.11908  
0.11908

0.04718  
0.04718

0.16626  
0.16626

0.10043  
0.10043

0.05772  
0.05772

0.15815  
0.15815

-15.7%  
-15.7%

22.3%  
22.3%

-4.9%  
-4.9%

0.60

0.00

0.60

0.52

0.00

0.52

-13.3%

-13.3%

11.80

0.00

11.80

12.39

0.00

12.39

5.0%

5.0%

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0.00

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(0.00256)

146.2%

146.2%

			October 2021 Rates			Proposed 2021 GRC Rates					
			Delivery	Generation	Total Rate	Delivery	Generation	Total Rate	Delivery Change	Generation Change	Total Rate Change
LS-2 Continued - ( Optional Service - Relamp)											
Incandescent Extended Service Lamps			N/A			N/A					
Mercury Vapor Lamps			N/A			N/A					
High Pressure Sodium Vapor Lamps - \$/lamp/month											
	50 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	70 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	100 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	150 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	200 Watt		0.69	0.00	0.69	0.72	0.00	0.72	4.3%		4.3%
	250 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	310 Watt				0.00						
	400 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
Low Pressure Sodium Vapor Lamps											
Metal Halide Lamps			N/A			N/A					
All Other Lamps			N/A			N/A					
			N/A			N/A					
LS-3											
Energy Charge - \$/kWh			0.04217	0.04768	0.08985	0.05529	0.05750	0.11279	31.1%	20.6%	25.5%
Customer Charge - \$/month											
	Multiple Service		11.49	0.00	11.49	9.75	0.00	9.75	-15.1%		-15.1%
	Series Service		802.97	0.00	802.97	416.41	0.00	416.41	-48.1%		-48.1%
Optional Relamp Service Charge (\$/lamp/month)											
High Pressure Sodium Vapor Lamps											
	50 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	70 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	100 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	150 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	200 Watt		0.69	0.00	0.69	0.72	0.00	0.72	4.3%		4.3%
	250 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
	400 Watt		0.68	0.00	0.68	0.71	0.00	0.71	4.4%		4.4%
Series Service											
	Voltage Discount, Energy - \$/kWh		0.00000	(0.00104)	(0.00104)	0.00000	(0.00256)	(0.00256)		146.2%	146.2%
OL-1											
Energy Charge - \$/kWh											
	All Night Service		0.11908	0.04718	0.16626	0.10043	0.05772	0.15815	-15.7%	22.3%	-4.9%
	Midnight Service		0.11908	0.04718	0.16626	0.10043	0.05772	0.15815	-15.7%	22.3%	-4.9%
Pole Charge - \$/pole/month			2.03	0.00	2.03	2.13	0.00	2.13	4.9%		4.9%
Other Charges - All Night/Midnight Service											
Mercury Vapor Lamps - \$/lamp/month											
	175 Watt		8.96	0.00	8.96	9.41	0.00	9.41	5.0%		5.0%
	400 Watt		9.70	0.00	9.70	10.19	0.00	10.19	5.1%		5.1%
High Pressure Sodium Vapor Lamps - \$/lamp/month											
	50 Watt		8.94	0.00	8.94	9.39	0.00	9.39	5.0%		5.0%
	70 Watt		8.96	0.00	8.96	9.41	0.00	9.41	5.0%		5.0%
	100 Watt		8.96	0.00	8.96	9.41	0.00	9.41	5.0%		5.0%
	150 Watt		9.36	0.00	9.36	9.83	0.00	9.83	5.0%		5.0%
	200 Watt		9.69	0.00	9.69	10.17	0.00	10.17	5.0%		5.0%
	250 Watt		9.75	0.00	9.75	10.24	0.00	10.24	5.0%		5.0%
	400 Watt		9.69	0.00	9.69	10.17	0.00	10.17	5.0%		5.0%
	1000 Watt		12.56	0.00	12.56	13.19	0.00	13.19	5.0%		5.0%
Low Pressure Sodium Vapor Lamps - \$/lamp/month											
	35 Watt				0.00						
	55 Watt		10.90	0.00	10.90	11.45	0.00	11.45	5.0%		5.0%
	90 Watt		11.51	0.00	11.51	12.09	0.00	12.09	5.0%		5.0%
	135 Watt		11.59	0.00	11.59	12.17	0.00	12.17	5.0%		5.0%
	180 Watt		11.61	0.00	11.61	12.19	0.00	12.19	5.0%		5.0%
Metal Halide Lamps - \$/lamp/month											
	70 Watt				0.00						
	100 Watt		10.10	0.00	10.10	10.61	0.00	10.61	5.0%		5.0%
	175 Watt		10.06	0.00	10.06	10.56	0.00	10.56	5.0%		5.0%
	250 Watt		9.87	0.00	9.87	10.36	0.00	10.36	5.0%		5.0%
	400 Watt		10.19	0.00	10.19	10.70	0.00	10.70	5.0%		5.0%
	1,000 Watt		10.19	0.00	10.19	10.70	0.00	10.70	5.0%		5.0%
	1,500 Watt				0.00						
HPSV Recommended (LED) - \$/lamp/month											
	50 Watt		8.87	0.00	8.87	9.31	0.00	9.31	5.0%		5.0%
	70 Watt		8.87	0.00	8.87	9.31	0.00	9.31	5.0%		5.0%
	100 Watt		8.94	0.00	8.94	9.39	0.00	9.39	5.0%		5.0%
	150 Watt		9.45	0.00	9.45	9.92	0.00	9.92	5.0%		5.0%
	200 Watt		9.80	0.00	9.80	10.29	0.00	10.29	5.0%		5.0%
	250 Watt		10.06	0.00	10.06	10.56	0.00	10.56	5.0%		5.0%
	400 Watt		11.06	0.00	11.06	11.61	0.00	11.61	5.0%		5.0%
	1000 Watt		13.34	0.00	13.34	14.01	0.00	14.01	5.0%		5.0%
Distribution Pole Mounted Discount											
	\$/lamp/month		(4.46)	0.00	(4.46)	(4.10)	0.00	(4.10)	-8.1%		-8.1%

			October 2021 Rates			Proposed 2021 GRC Rates					
			Delivery	Generation	Total Rate	Delivery	Generation	Total Rate	Delivery Change	Generation Change	Total Rate Change
<b>TC-1</b>											
Energy Charge - \$/kWh			0.11688	0.07140	0.18828	0.11379	0.07637	0.19016	-2.6%	7.0%	1.0%
Customer Charge - \$/day			0.711	0.000	0.711	0.710	0.000	0.710	-0.1%		-0.1%
Three-Phase Service - \$/day			0.029	0.000	0.029	0.029	0.000	0.029	0.0%		0.0%
<b>WTR</b>											
Energy Charge - \$/Device/Month											
25	0 - 25 kWh/month		5.84	3.57	9.41	2.85	1.91	4.76	-51.2%	-46.5%	-49.4%
50	26 - 50 kWh/month		5.84	3.57	9.41	5.68	3.82	9.50	-2.7%	7.0%	1.0%
100	51 - 100 kWh/month		11.70	7.14	18.84	11.38	7.64	19.02	-2.7%	7.0%	1.0%
150	101 - 150 kWh/month		17.53	10.71	28.24	17.08	11.46	28.54	-2.6%	7.0%	1.1%
200	151 - 200 kWh/month		23.37	14.28	37.65	22.76	15.27	38.03	-2.6%	6.9%	1.0%
250	201 - 250 kWh/month		29.24	17.85	47.09	28.46	19.09	47.55	-2.7%	6.9%	1.0%
300	251 - 300 kWh/month		35.07	21.42	56.49	34.13	22.91	57.04	-2.7%	7.0%	1.0%
350	301 - 350 kWh/month		40.91	24.99	65.90	39.82	26.73	66.55	-2.7%	7.0%	1.0%
400	351 - 400 kWh/month		46.75	28.56	75.31	45.51	30.55	76.06	-2.7%	7.0%	1.0%
450	401 - 450 kWh/month		52.61	32.13	84.74	51.21	34.37	85.58	-2.7%	7.0%	1.0%
500	451 - 500 kWh/month		58.46	35.70	94.16	56.91	38.19	95.10	-2.7%	7.0%	1.0%
900	501 - 900 kWh/month		105.19	64.26	169.45	102.42	68.73	171.15	-2.6%	7.0%	1.0%
1350	901 - 1350 kWh/month		157.79	96.39	254.18	153.61	103.10	256.71	-2.6%	7.0%	1.0%
1800	1351 - 1800 kWh/month		210.39	128.52	338.91	204.82	137.47	342.29	-2.6%	7.0%	1.0%
2250	1801 - 2250 kWh/month		263.00	160.65	423.65	256.04	171.83	427.87	-2.6%	7.0%	1.0%
2700	2251 - 2700 kWh/month		315.58	192.78	508.36	307.25	206.20	513.45	-2.6%	7.0%	1.0%
Customer Charge - \$/Month			30.59	0.00	30.59	10.79	0.00	10.79	-64.7%		-64.7%
Three-Phase Service - \$/day			0.029	0.000	0.029	0.029	0.000	0.029	0.0%		0.0%
Inspection Charge - \$/Device/Month			15.23	0.00	15.23	15.23	0.00	15.23	0.0%		0.0%
Initialization of Service Charge - One-time charge			7.31	0.00	7.31	7.31	0.00	7.31	0.0%		0.0%
AMI Devices											
Energy Charge - \$/Device/Month											
29	29 kWh/month		3.38	2.07	5.45	3.31	2.21	5.52	-2.1%	6.8%	1.3%
Customer Charge - \$/month			5.57	0.00	5.57	3.25	0.00	3.25	-41.7%		-41.7%
Inspection Charge - \$/Device/Month			15.23	0.00	15.23	15.23	0.00	15.23	0.0%		0.0%
Initialization of Service Charge - One-time charge			10.42	0.00	10.42	10.42	0.00	10.42	0.0%		0.0%
<b>Wi-Fi-1</b>											
Energy Charge - \$/Device/Month			3.06	1.83	4.89	2.97	1.95	4.92	-2.9%	6.6%	0.6%
Customer Charge - \$/Month			5.57	0.00	5.57	3.25	0.00	3.25	-41.7%		-41.7%
Inventory/Maintenance Charge - \$/Devoce/Month			2.88	0.00	2.88	2.88	0.00	2.88	0.0%		0.0%
Initialization of Service Charge - One time charge/service account			10.42	0.00	10.42	10.42	0.00	10.42	0.0%		0.0%



## **Appendix C**

### **Illustrative LS-1 Option E Conversion Presentation**

CUSTOMER NAME      XXX  
Customer Number:    XXX

HPSV Lamp Wattage & Monthly kWh		LED Equivalent Wattage & Monthly kWh		HPSV Option E Monthly Facilities Charge (\$0.00/Lamp)	LED Option E Monthly Facilities Charge (\$0.00/Lamp)	LED Option E Monthly Energy Charge (\$0.0000/kWh)	Lamp Count	Estimated High Pressure Sodium Vapor (HPSV) Annual Costs	Estimated Light Emitting Diode (LED) Annual Costs	Estimated Annual Savings	Estimated Annual Energy Savings
50 Watt	20.1 kWh	22 Watt	7.8 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
70 Watt	28.6 kWh	31 Watt	11.2 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
100 Watt	40.4 kWh	39 Watt	12.9 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
150 Watt	66.6 kWh	71 Watt	25.0 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
200 Watt	84.9 kWh	82 Watt	28.5 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
250 Watt	108.0 kWh	136 Watt	47.4 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
310 Watt	132.1 kWh	137 Watt	47.4 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
400 Watt	167.3 kWh	174 Watt	59.5 kWh	\$X	\$X	\$X	X	\$X	\$X	\$X	\$X
Total							X	\$X	\$X	\$X	\$X

Note: The LS-1 Tariffs lists LED Wattages (including driver loss) in 5 watt increments. Monthly energy use is the mid-point range.